

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**JAWANZA SMITH, CARLO
BURNEY, BRIAN WYNN
CARLON LEWIS and
STANLEY HILL,**

Plaintiffs,

Vs.

**IDEAL TOWING, LLC,
MICHAEL JAMES and TISHJA)
JAMES, and I TOW &
TRANSPORT, LLC,**

Defendants.

**CIVIL ACTION FILE NO.
1:16-CV-01359-TWT**

ORDER

This matter is before the Court on Plaintiffs’ Motion to Approve FLSA Settlement (the “Joint Motion”). [Dkt. 105] The Court has reviewed the Parties’ written Settlement Agreement filed with the Motion to determine its adequacy and consistency with the requirements of the Fair Labor Standards Act (the “FLSA”). See, *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). Based on its review of the Settlement Agreement and the record in this case, the Court concludes: (1) the terms of the Settlement Agreement were reached in an adversarial context with the assistance of legal counsel; (2) the terms of the Settlement Agreement are fair and reasonable and represent an adequate resolution

of this action; and (3) the attorneys fees including the rates charged by counsel and the additional contractual requirement of twenty-five percent of liquidated damages, are reasonable and customary.

It is hereby ORDERED that the Settlement Agreement is APPROVED and incorporated herein. The payment of the consideration referenced in the Settlement Agreement shall be made as provided in the Settlement Agreement. The Court reserves jurisdiction to enforce the Settlement Agreement if necessary.

SO ORDERED, this 10th day of May 2018.

/s/Thomas W. Thrash

Thomas W. Thrash, Jr.

UNITED STATES DISTRICT JUDGE